



#3

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Dayton, Ohio

NCR Docket No. 9265.00

Application of

MAR 04 2002

Richard Cudd et al.

Serial No. 09/943,118

Group Art Unit: 2152

Filed: August 30, 2001

Examiner: Unknown

For: **DOWNLOADING AND UPLOADING DATA IN INFORMATION NETWORKS**Assistant Commissioner for Patents  
Washington, D.C. 20231

RECEIVED

MAR 19 2002

OFFICE OF PETITIONS

**PETITION FOR FILING BY OTHER THAN ALL THE INVENTORS****PURSUANT TO 37 C.F.R. § 1.47(a)**

Sir:

The Petitioner authorizes the Commissioner to charge NCR Deposit Account No. 14-0225 for the petition fee of \$130.00 set forth in 37 C.F.R. § 1.17(h). Please charge any deficiency or credit any overpayment of fees to NCR Deposit Account No. 14-0225.

The Petitioner states that the last known address of the non-signing inventors, Matthew A. Ward, Roderick J.M. Macleod, and Michael Waller, are as follows:

Matthew A. Ward  
66 Avignon Road  
Brockley  
London SE4 2JT

Roderick J.M. Macleod  
21 Kerrington Court  
148 Uxbridge Road  
London W12 8AA

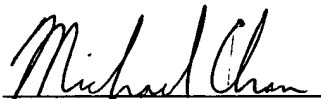
03/18/2002 SFELE1 0000078 140225 09943116  
01 FC:122 130.00 CH

Michael Waller  
1 Hayes Crescent  
London NW11 0DG

Enclosed with this Petition are the following items:

- (1) Declaration of Michael Chan;
- (2) Declaration of Christine Sheppard;
- (3) Exhibit A- Copy of Invention Disclosure;
- (4) Exhibit B – Copy of cover letter;
- (5) Exhibit C - Copy each of three letters sent by Royal Mail Recorded Delivery;
- (6) Exhibit D - Copy of accompanying letter; and
- (7) Exhibit E – Copy each of three Employment Agreements.

Respectfully submitted,



Michael Chan  
Reg. No. 33,663  
Attorney for Applicant(s)

NCR Corporation, Law Department, WHQ5E  
1700 S. Patterson Blvd., Dayton, OH 45479-0001  
Tel. No. 937-445-4956/Fax No. 937-445-3733

MAR 04 2002



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OFFICE OF PETITIONS

**DECLARATION OF MICHAEL CHAN**

Sir:

I, Michael Chan, being duly sworn, do hereby declare and state:

1. I am employed as a Senior Attorney in the Intellectual Property Section of the Law Department of NCR Corporation. I am located in the Dayton offices of the NCR Corporation.

2. I work with Christine Sheppard, Paralegal in the Intellectual Property Section of the Law Department, who is located in the London offices of the Intellectual Property Section of the Law Department of NCR Corporation.

3. I am responsible for preparing and prosecuting patent applications for the Financial Solutions Group of NCR Corporation.

4. On August 2, 2001 or thereabouts, an electronic copy of the specification, claims, and drawings for priority patent application Serial No. 0021372.8 filed September 1, 2000 in the U.K. Patent Office was received from the London offices of the Intellectual

Property Section of the Law Department. I used the electronic copy to prepare a corresponding U.S. patent application for filing in the U.S. Patent Office.

5. On August 30, 2001, a copy of U.S. patent application papers (including copy of specification, claims, drawings, and an unsigned declaration) corresponding to the above-identified U.S. patent application, Serial No. 09/943,118, were filed in the U.S. Patent Office. The above-identified U.S. patent application claims priority of priority patent application Serial No. 0021372.8 filed September 1, 2000 in the U.K. Patent Office.

6. On October 9, 2001, a Notice to File Missing Parts of Application (Filing Date Granted) dated October 4, 2001 from the U.S. Patent Office was received in the Dayton offices of the Intellectual Property Section of the Law Department.

7. On November 5, 2001 or thereabouts, four sets of U.S. patent application papers (including copy of specification, claims, drawings, declaration of inventors, and assignment for inventors) corresponding to the above-identified U.S. patent application, Serial No. 09/943,118, were sent from the Dayton offices to the London offices of the Intellectual Property Section of the Law Department for subsequent forwarding to joint inventors Richard Cudd, Matthew A. Ward, Roderick J.M. Macleod, and Michael Waller to sign the declaration and the assignment.

8. On January 15, 2002 or thereabouts, upon realizing that the U.S. patent application papers including executed declaration of inventors for the above-identified U.S. patent application, Serial No. 09/943,118 would most likely not be received in the Dayton Offices of the Intellectual Property Section of the Law Department for filing in the U.S. Patent Office, I started to prepare a Petition under 37 C.F.R. Section 1.47(a) along with its accompanying papers for filing in the U.S. Patent Office.

9. On February 28, 2002, a set of documents including Christine Sheppard's affidavit and its accompanying exhibits were received from the London offices of the Intellectual Property Section of the Law Department. The set of documents included an original set of U.S. patent application papers executed by Richard Cudd.

10. I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further, that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

WHEREFORE, I hereby subscribe my name to the foregoing declaration.

Signed at Dayton, Ohio this 4<sup>TH</sup> day of March 2002.



Michael Chan  
Reg. No. 33,663  
Attorney for Applicant(s)

NCR Corporation, Law Department, WHQ5E  
1700 S. Patterson Blvd., Dayton, OH 45479-0001  
Tel. No. 937-445-4956/Fax No. 937-445-3733

#5



INocket No. 9265.00

Dayton, Ohio

Application of

**Richard Cudd et al.**

Serial No. 09/943,118

Group Art Unit:

Filed: **August 30, 2001**

Examiner: **Unknown**

For: **DOWNLOADING AND UPLOADING DATA IN INFORMATION NETWORKS**

Assistant Commissioner for Patents  
Washington, D.C. 20231

**RECEIVED**

MAR 19 2002

OFFICE OF PETITIONS

**DECLARATION OF CHRISTINE SHEPPARD**

Sir:

I, Christine Sheppard, being duly sworn, do hereby declare and state:

1. I am employed in the Intellectual Property Section of the Law Department of NCR Corporation. I am located in the London (United Kingdom) office of NCR Corporation.

2. I work with Michael Chan, Senior Attorney in the Intellectual Property Section of the Law Department of NCR Corporation, who is located in the Dayton offices of the Intellectual Property Section of the Law Department of NCR Corporation.

3. I am responsible for patent formalities for the Financial Solutions Group of NCR Corporation.

4. I work with inventors (including Matthew A. Ward, Roderick J.M. Macleod, and Michael Waller who are inventors in the above-identified U.S. patent application, Serial No. 09/943,118) located in the United Kingdom to prepare patent applications for filing first in the U.K. Patent Office.

5. On June 6, 2000, an Invention Disclosure entitled, "Proxy/Cache Web Browser Enhancement" was received from the inventors (See Exhibit A for copy of the Invention Disclosure submitted by the inventors).

6. On September 1, 2000, a priority patent application Serial No. 0021372.8 corresponding to the above-identified U.S. patent application Serial No. 09/943,118 was filed in the U.K. Patent Office.

7. On November 9, 2001, four sets of U.S. patent application papers (including copy of specification, claims, drawings, declaration of inventors, and assignment for inventors) corresponding to the above-identified U.S. patent application, Serial No. 09/943,118, were received by from the Dayton offices of the Intellectual Property Section of the Law Department for forwarding to inventors Cudd, Ward, Macleod, and Waller, the inventors in the above-identified U.S. patent application, to sign the declaration and the assignment (see Exhibit B for copy of cover letter received with the four sets of U.S. patent application papers on November 9, 2001). As of November 9, 2001, none of the aforesaid inventors was in the employ of NCR Corporation.

8. On November 14, 2001, the U.S. patent application papers received on November 9, 2001 from the Dayton offices of the Intellectual Property Section of the Law Department were forwarded to inventors Ward, Macleod, and Waller at their home

addresses, which are "66 Avignon Road, Brockley, London SE4 2JT", "21 Kerrington Court, 148 Uxbridge Road, London W12 8AA", and "1 Hayes Crescent, London NW11 0DG", respectively, for execution by the inventors (see Exhibit C for a copy of the letters sent by Royal Mail Recorded Delivery to inventors Cudd, Ward, Macleod, and Waller on November 14, 2001).

9. On December 7, 2001 or thereabouts, I spoke with the mother of Richard Cudd on the telephone. She stated that she was going to Richard Cudd's wedding which was to be held in Australia. At that time I asked her if she would be able to obtain the signature of Richard Cudd and on December 10, 2001 I sent her one set of the documents.

10. On January 23, 2002 or thereabouts, I received from the mother of Richard Cudd the documents that were sent to her on December 10, 2001 (see Exhibit D for copy of the letter accompanying the documents received from her on January 23, 2002 or thereabouts). The documents received from her included the declaration and the assignment executed by Richard Cudd.

11. Each of inventors Ward, Macleod, and Waller has an Employment Agreement with NCR Corporation. The Employment Agreements oblige them, *inter alia*, "...whether during or after their employment with the Company, execute any document and do any acts necessary to enable the Company or its assigns to obtain patent protection in any part of the world in respect of any invention ..." (see Exhibit E for Intellectual Property portion of each of inventors Ward, Macleod and Waller's Employment Agreement).

✓ )  
الم



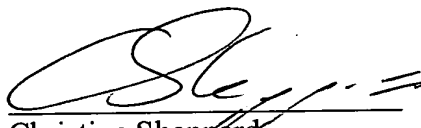
12. As of today, February 25, 2002, the documents sent to inventors Ward, Macleod, and Waller on November 14, 2001 have not been returned to me.

13. I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further, that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

WHEREFORE, I hereby subscribe by name to the foregoing declaration.

Signed at London, United Kingdom this 25th day of February 2002.

SUBSCRIBED AND SWORN to by the  
said Christine Kathleen M Sheppard, Christine Sheppard  
at London, England, this 25th  
February 2002,  
Before me:

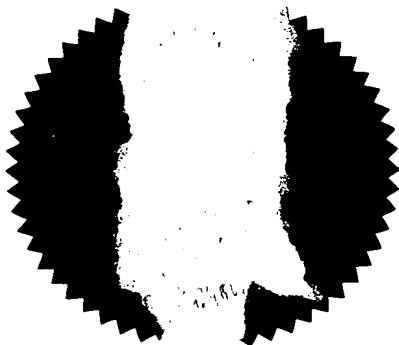


Signed in the presence of

, Notary Public

**J.D. WOODWARD**

Notary Public of London and elsewhere in England





Docket No.	9265
Date Received	
Attorney	

## INVENTION DISCLOSURE RECORD

### PREPARATION & ROUTING INSTRUCTIONS

Complete and fill in every item. Write "none" or "unknown", if appropriate.

Use an additional blank page for any item where more space is needed.

Have your manager review and sign (items 9 and 10) before submitting to the NCR Law Department.

Submit original and one copy to: NCR Corporation, Intellectual Property Section, Law Department, ECD-2, 101 W. Schantz Avenue, Dayton, Ohio 45479. *Keep one copy for your file.*

A

(1) Inventor(s)	Facility	Department	Phone Number
Richard Cudd	FSG	Knowledge Lab	+44-171-7258729
Mat Ward	FSG	Knowledge Lab	
Rory MacLeod	FSG	Knowledge Lab	
Mike Waller	FSG	Knowledge Lab	

(2) Title of Invention (Preferably 10 words or less)  
Proxy/Cache Web Browser Enhancement

(3) Product, Project Name or Class Number	(4) Date invention was First Conceived	(5) Actual or Anticipated Date of First Product Sale, Customer Availability, or Public Disclosure
Unknown		

#### (6) Description of the Invention

Please attach additional pages providing the following:

- Statement of problem solved by the invention** - Briefly state the problems your invention solves, its purposes and advantages, and how it differs from prior designs that you are aware of.
- Description of the invention** - Describe your invention in detail. Include and refer to sketches or diagrams and, if appropriate, attach documents such as previously prepared descriptions or specifications.
- Summary of Invention** - State what you regard at the present as the key inventive concept - i.e., the gist of your invention.

(7) Inventor Signature(s) (Each person listed in Item 1 above is an inventor and must sign and date.)			
Signature of Inventor	Date	Signature of Inventor	Date
	13/4/2000		13.4.2000
Signature of Inventor	Date	Signature of Inventor	Date
	13/4/2000		13.4.2000
(8) Witness Signatures (Two persons who are not inventors must read and understand this disclosure, and then sign and date.)			
Signature of Witness	Date	Signature of Witness	Date
	13/04/2000		13/04/2000

### FOR MANAGER USE ONLY

(9) Strategic Value of Patent Coverage (State what you regard as the strategic value to your business unit of having a patent for this invention - e.g., licensing revenue, preventing use by others, importance/breadth of the invention, etc.)			
(10) Reviewed and approved by			
Signature of Manager	Date	Manager Name (Please print)	Tentative Rating * (A, B, C, D, or U)

CONFIDENTIAL

ATTORNEY - CLIENT PRIVILEGED

(7a). **Statement of problem solved by the invention** - Briefly state the problem your invention solves, its purposes and advantages, and how it differs from prior designs that you are aware of.

**Introduction**

This disclosure proposes a new kind of Internet web browser that will decrease the download times for retrieving web pages. Currently, the Internet functions using the hypertext transfer protocol (HTTP) which has a client-server architecture. The web browser is the client and downloads and displays pages from the web server. This new web browser will act as a proxy server or globally accessible cache for downloaded web pages. The principle is basically that your cache of web pages is opened up to others so that download times can be potentially reduced.

Download times for web pages can still be very slow and recent research demonstrates that a user will wait an average of only 8 seconds for a page to download before moving on elsewhere. Therefore providing tools that can decrease download times is a significant benefit. This disclosure capitalises on that fact that 99% of all Internet access is done through standard web browsers such as Internet Explorer and Netscape. A key advantage of this system is that it could be deployed as a plugin for existing browsers (and a simple server module) and thus would not require the user to install a completely new system.

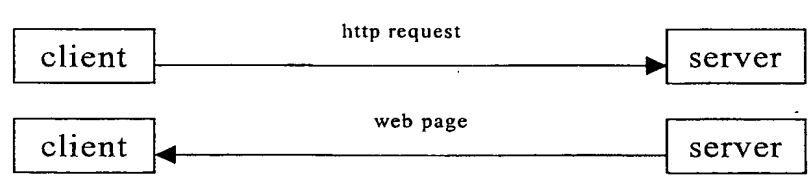
**PREVIOUS DESIGNS AND PRIOR ART**

Proxy servers????

(7b). **Description of the invention** - (Describe your invention in detail. Include and refer to sketches or diagrams and, if appropriate, attach documents such as previously prepared descriptions or specifications.)

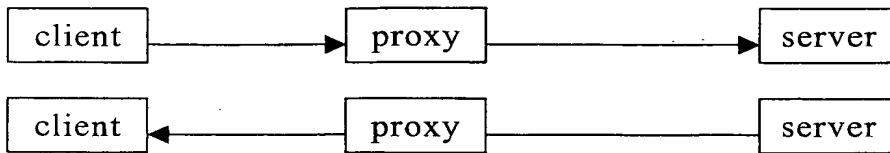
Currently, downloading a web page may happen in a number of ways:

- 1. A client request to a server



The client may then cache (store locally) the web page so for future accesses it is not necessary to download the web page again.

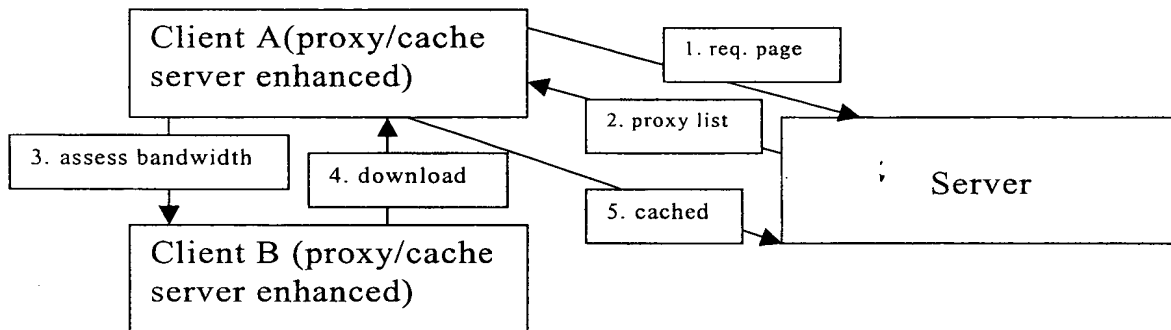
## 2. Client request via a proxy server



The client requests the web page via the proxy server. The proxy may have a cached copy of the web page from a previous access, if it does then it returns this to the client. If not, it will download the page from the server, forward it to the client and keep a copy in its cache in case a client requests it in the future. This makes things faster since less traffic has to connect directly to the server.

### HOW IT WORKS

Implementation of the web browser enhancement can be done in two ways. The diagram below demonstrates the first of these. *Client A* will request the page from the *server* in the usual way (1). The *server* will respond with a very short acknowledgement describing the proxy web browser/s on which the page is cached (2)(cached on *Client B* in this case). *Client A* will then assess the bandwidth to both the *server* and the proxy browser (3) and download from the fastest (4) (*Client B* in the case below). Once complete *Client A* will send a message to the *server* stating that it is now caching the web pages(5) so future requests for the web pages can be downloaded from it.



The second approach is merely to make the normal request to the server but also to broadcast to a limited number of proxy web browsers to see if they have any of the requested information cached. Again the web page is downloaded via the faster connection.

In each of these cases it would be necessary for the overhead of the extra messaging to be less than the time to download straight from the server. It would also be necessary not to penalise the user of a proxy web browser by using up all of their bandwidth by allowing others to download from their machine

(7c). Summary of invention - (State what you regard at the present as the key inventive concept - i.e., the gist of your invention.)

A method for increasing the speed of web page downloads that capitalises on that fact that millions of web browsers cache information about the sites people look at. This technique opens up that information with the rest of the network and thus speeds up the entire network.



Intracorporation

Date: November 5, 2001

To: Christine Sheppard, Paralegal  
Location: International IP Department, London, 6205

From: Michael Chan, Senior Attorney  
Location: Law Department, Intellectual Property Section, WHQ5E  
Phone: 937 445-4956; VP 622-4956  
Fax: 937 445-3733; VP 622-3733  
Email: Michael.Chan@DaytonOH.NCR.COM

Subject: **Docket No. 9265.00**

9 NOV 2001

Enclosed is a patent application that has previously been reviewed by the inventor(s) and has been filed in the U.S. Patent and Trademark Office, including a Declaration and Power of Attorney and an Assignment that will require the signature of the inventor(s). As I discussed with you earlier, we are providing you with one set of the patent application for inventor(s) Ward, Macleod and Waller and two sets of the application for inventor Cudd.

With regard to this application we have enclosed for each inventor:

- (1) a copy of the associated drawings;
- (2) a copy of the specification, claims and Declaration and Power of Attorney; and
- (3) a copy of the Assignment papers by which said application is assigned to NCR Corporation

With regard to the Declaration and Power of Attorney, please have the inventor(s) review the application, and if satisfied, their name should be signed in the space(s) provided, *exactly* as it is typewritten. A space for the date of signing is also provided for each inventor to fill in when signing. **Notarization is not required.**

The Assignment paper should also be signed and dated the same day the Declaration and Power of Attorney is executed. **Notarization is not required.**

All stapled material should remain stapled for filing in the United States.

We have received a notice from the USPTO requiring us to complete this application by filing a copy of the application signed by the inventors. A limited time is provided for us to comply with this requirement. Accordingly, please return the executed documents to our office **by December 4, 2001**, so that we can comply with the USPTO requirement.

Michael Chan

/sad  
Enclosures



International Intellectual Property Department  
November 14, 2001

NCR Limited  
206 Marylebone Road  
London NW1 6LY  
Tel: 020 7723 7070  
Fax: 020 7725 8333

Matthew A Ward  
66 Avignon Road  
Brockley  
London SE4 2JT

**RECORDED DELIVERY**

Dear Mr Ward,

**Re: Application for Patent in US**  
**Entitled: 'DOWNLOADING AND UPLOADING DATA IN INFORMATION**  
**NETWORKS**  
**Our Ref: 9265**

Please find enclosed, a document of Assignment and a Combined Declaration & Power of Attorney for the above identified application. These documents are required by the United States Patent Office. Please amend your address and initial the amendment. I should be pleased if you would sign and date these documents where indicated. When completed, please return the documents to this office, an addressed envelope is enclosed for your use.

Yours sincerely,

C Sheppard  
Enc: Declaration  
Assignment  
SAE



C

International Intellectual Property Department  
November 14, 2001

NCR Limited  
206 Marylebone Road  
London NW1 6LY  
Tel: 020 7723 7070  
Fax: 020 7725 8333

Roderick Macleod  
21 Kerrington Court  
148 Uxbridge Road  
London W12 8AA

**RECORDED DELIVERY**

Dear Mr Macleod,

**Re: Application for Patent in US**  
**Entitled: 'DOWNLOADING AND UPLOADING DATA IN INFORMATION NETWORKS**  
**Our Ref: 9265**

Please find enclosed, a document of Assignment and a Combined Declaration & Power of Attorney for the above identified application. These documents are required by the United States Patent Office. I should be pleased if you would sign and date these documents where indicated. When completed, please return the documents to this office, an addressed envelope is enclosed for your use.

Yours sincerely,

C Sheppard  
Enc: Declaration  
Assignment  
SAE



C

International Intellectual Property Department  
November 14, 2001

NCR Limited  
206 Marylebone Road  
London NW1 6LY  
Tel: 020 7723 7070  
Fax: 020 7725 8333

Michael Waller  
1 Hayes Crescent  
London NW11 0DG

**RECORDED DELIVERY**

Dear Mr Waller,

**Re: Application for Patent in US**  
**Entitled: 'DOWNLOADING AND UPLOADING DATA IN INFORMATION**  
**NETWORKS**  
**Our Ref: 9265**

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Yours sincerely,

C Sheppard  
Enc: Declaration  
Assignment  
SAE



91 The Fairway  
Burnham  
Slough, Berks.  
SL1 8DY

01628 605465

23 January 2002

Miss C Sheppard,  
International Intellectual Property Department,  
NCR Limited,  
206 Marylebone Road  
London NW1 6LY

Dear Miss Sheppard,

**Richard Cudd – Patent Documentation**

With reference to your letter dated 10<sup>th</sup> December, please find enclosed the documentation duly signed by Richard.

The wedding went very well and we all had a wonderful stay in Australia.

Richard plans to return to the UK towards the end of this year, but in the meantime, please do not hesitate to contact me if I can be of any further assistance.

Yours sincerely,



Rosemary Alexander

Encs.



12<sup>th</sup> July 2000

NCR Financial Solutions Group Limited  
206 Marylebone Road  
London NW1 6LY  
Tel: 020 7723 7070

Matthew Ward  
C/o 206 Marylebone Road

Dear Matthew,

I have pleasure in confirming the details of our offer for the following position.

Position: Research Designer.

Job Band: B1

Reporting to: Sarah Woods.

Organisation: NCR, Financial Solutions Group.

Based at: 206 Marylebone Road Head office, London NW1 6LY.

Start Date: 30<sup>th</sup> May 2000.

Hours of Work: 9.00am - 5.00pm Monday - Friday. You may be required to work such reasonable hours as the needs of this particular position requires.

Annual Leave Entitlement: 21 days (pro rated from the actual start date and for part-time positions) in any one calendar year, in addition to 3 nominated Company days plus 8 Statutory days.

Remuneration: £26,000 per annum (there are no overtime payments attributable to this position).

Your next salary review will be in March 2001 subject to satisfactory performance.

You will be eligible to participate in the FSG Employee incentive plan which has an on target payment of 5% of base salary. However in practice, the award can range from 0% to 10%. This will be calculated and a payment made (if any) during the 1st quarter of 2001 and will be pro-rated for permanent employees length of service in 2000.

Company Car: In your capacity as Research Designer, you are eligible for a Company car, Group B. This car may be used within reason for private journeys subject to conditions and in accordance with instructions issued from time to time by the Company. You should acquaint yourself with the terms under which the car is insured, and should take care to ensure that it is not used in circumstances outside these terms. You must also ensure that you are eligible to drive within the UK subject to requirements set by the Driving Vehicle Licensing Authority.

The vehicle provided may not necessarily be new should there be one readily available from within the fleet.

At the level of the above position, the choice of car is based on a benchmark lease value of £319 per month. Alternatively you may opt to have a car allowance equating to £3,700 per annum subject to taxation, which will be paid in 12 monthly installments directly into your bank account and will form part of your salary payment.

**Medical Insurance**

**Cover:** The Company will subscribe for Medical Insurance coverage for you (and your spouse/partner/family). Full details will be sent to you under separate cover.

**Flexible**

**Compensation:** FSG's "flexible compensation" gives you the opportunity to tailor your pay and benefits to match your individual needs and preferences. The total value of all elements of your compensation will remain the same, but you will have the opportunity to influence the range of benefits you receive. Full details of the plan will be sent to you under separate cover.

**Pension Plan:** On joining the Company you will be eligible to become a member of NCR Scotland Pension Plan, which includes 1) a Final Salary Plan, 2) The Money Purchase Plan, and 3) The Death Benefits Plan. If you elect to be part of the plan, you will contribute a minimum of 3% (and up to 5%) of your pay to the Money Purchase Plan. NCR will also pay into the fund at a rate of 50% of the level at which you choose to pay. You will receive more details under separate cover.

**Dental Plan:** On joining the Company you will also be eligible to receive National Dental Plan coverage. Further details will be issued to you upon commencement of employment.

**Smoking Policy:** Your attention is drawn to the Company's No smoking policy. Smoking is not permitted at 206 Marylebone Road or any of the other Company premises.

This appointment is subject to the Terms and Conditions of Employment, set out in the attached documents, which have been prepared to conform with the provision of the Employment Rights Act 1996. Please could you sign and return a copy of the Terms and Conditions of Employment form.


Also enclosed is a document entitled "Conflicts of Interest Policy" which includes a questionnaire. You are required to familiarise yourself with the details of the "Conflicts of Interest Policy" and complete and return the questionnaire.

If you have any questions concerning the details of this appointment, please do not hesitate to contact a member of the Human Resources Team telephone 020 7725 8342.

Yours sincerely



Sue Moyce  
Compensation and Benefits Manager  
Financial Solutions Group

  
Agreed and Accepted  
Matthew Ward

12 / 7 / 00  
Date

## STATEMENT OF TERMS AND CONDITIONS OF EMPLOYMENT

**Employer:** NCR Financial Solutions Group Limited

**EMPLOYER:** NCR Financial Solutions Group Limited, 206 Marylebone Road, London NW1 6LY (The Company)

**EMPLOYEE:** Matthew Ward

**DEPARTMENT:** FSG Knowledge Lab

**DATE OF ISSUE:** 12<sup>th</sup> July 2000

### CONTINUITY:

Your employment with the Company will commence on 30<sup>th</sup> May 2000.

### JOB TITLE

You are employed as Research Designer on a full time and exclusive basis. This is not a job description and may be changed from time to time. You will be informed in writing of any change. Your duties are such as may be assigned to you by the Company from time to time and you may be required to observe all reasonable rules and regulations adopted by the Company in connection with the operation of its business and to carry out to the best of your ability all instructions given by the Company.

The Company shall be entitled to direct that you perform no duties and to direct that you shall not enter or remain on any (or any specified) premises of the Company and any such direction may be given subject to any condition with the Company in its discretion may determine.

### HOURS

Your normal working week is 35 hours, Monday to Friday, 9.00am to 5.00pm, with a lunch period of 1 hour. You may be required to work such hours as are reasonably necessary for the proper performance of your duties, for the avoidance of doubt you will not be paid overtime for such additional hours.

### REMUNERATION

Your salary is £26,000 (twenty six thousand pounds) per annum, paid monthly ("Salary") paid by Bankers Order on the 16<sup>th</sup> of each month for the current calendar month subject to adjustment for any lost time or National Insurance deductions while on sickness absence, in the previous month, or for any unauthorised absence.

The Company shall be entitled pursuant to the Employment Rights Act 1996, at any time during the employment and upon its termination (howsoever arising) to deduct from the Salary and/or any other sums due to you, any sums owed by you to the Company.

### HOLIDAYS

In addition to Statutory Public Holidays, paid holiday entitlement is calculated according to your length of service during the year. Subject to the approval of your manager this may be taken in advance at any time during the holiday year (1 January – 31 December), however, up to 20% of your entitlement may be carried over to the subsequent year, but must be taken by 31 March. On joining the Company, holiday entitlement for the first year of service is as follows:

#### MONTH OF JOINING – DAYS OF HOLIDAY ENTITLEMENT (First Year)

January	21 days	April	16 days	July	11 days	October	6 days
February	19 days	May	14 days	August	9 days	November	4 days
March	17 days	June	12 days	September	7 days	December	2 days

This assumes that the employee commences on the first working day of the month. Staff joining at the middle a month or later are not entitled to holiday for that month.

Additional entitlement is given for service up to 25 years as shown below:

1 to 5 years service	21 days holiday per annum	Over 16 to 20 years service	24 days holiday per annum
Over 5 to 10 years service	22 days holiday per annum	20+ years service	25 days holiday per annum
Over 10 to 15 years service	23 days holiday per annum		

*N.B. Previous broken service with the Company does not qualify for extra holidays for service.*

This assumes that the employee commences on the first working day of the month. Staff joining at the middle a month or later are not entitled to holiday for that month.

If and when you leave the Company and you have exceeded your holiday entitlement, your final pay will be reduced by the appropriate amount.

### SICKNESS AND INJURY BENEFIT

At The Company's discretion, non-obligatory payments will be made to you during sickness absence or injury. In order to be considered for company sick pay the following procedures must be complied with:

- Inform your manager immediately by telephone.
- Complete an Employee Statement of Absence From Work.
- Provide a medical certificate if your illness lasts more than 7 days (including Saturday, Sundays and Statutory Public Holidays).
- Send a medical certificate for each subsequent week of continued illness.

All sickness payments by the Company take into account Statutory Sick Pay (S.S.P.) If you are excluded from S.S.P. but eligible for National Insurance Benefit (N.I.B.) NCR will deduct the standard rate of N.I.B. from your pay. (In the case of married women the benefit deducted will be

## STATEMENT OF TERMS AND CONDITIONS OF EMPLOYMENT

Financial Solutions Group Limited

that which they would receive if they were making full contributions). Payments will be based on a service-related scale. Up to 3 months service allows a maximum payment of 2 weeks basic pay. Between 3 – 6 months service allows a maximum of 4 weeks basic pay. After 6 months services payments are related to length of service. Any entitlement in respect of continuous absence through sickness or injury will be subject to frequent review. A Personal Accident Insurance Scheme covers employees in the event of personal injury whilst on Company business other than at their normal place of work or travelling between home and their normal place of work.

### 11. PENSION PLAN MEMBERSHIP

Membership to the NCR Scotland Pension Plan is optional for all full-time and part-time permanent employees provided you are not within five years of normal pension age. Full details of the Pension Plan are contained in the Pension Plan explanatory document.

### 12. CONFIDENTIAL INFORMATION

You will not, during your employment with the Company or at any time thereafter, without written permission of the Company, disclose to any person outside the Company, or to any person within the Company other than a person whose province it is to know the same, any information relating to the Company's business which is of a confidential nature or disclosure of which may damage the interests of the Company. Also you will not use for any purpose or for purposes other than those of the Company, any information which you may acquire relating to the Company's business. On termination of your employment you will deliver to the Company on your last working day (without keeping any copies) any documents or other media relating to the business of the Company.

### 13. OUTSIDE SUBMISSIONS

It is most important that the Company shall not be placed in a position of confidential trust or relationship with respect to any unsolicited disclosure of information received from anyone outside the Company. In order that all matters relating to outside submission of information may be handled in a legally correct manner, any idea or suggestion submitted to you by a customer or other third party concerning technical developments or products including software, should be forwarded by you unanswered to International Patents Department, Head Office.

### 14. INVENTIONS ETC.:

You will as soon as reasonably possible disclose confidentially to the Company and to no one else full particulars of all inventions, improvements and designs made or discovered by you, whether alone or jointly, whilst in the service of the Company, which relate to or are capable of use in connection with any of the products made, sold or hired by the Company or the manufacturer thereof, or any of the Company's business processes.

The rights as between the Company and yourself in any invention as specified above, shall be as set out in the Patents Act 1977.

In respect of any invention as specified above, unless it has been established that such invention does not belong to the Company, the Company has absolute discretion as to whether any application for a patent or other protection shall be made on such invention, and has the right to abandon any such application and any patent granted thereon.

The Company shall pay a monetary award to you in respect of any invention belonging to the Company which has been made by you, either alone or jointly, and in respect of which a patent application has been filed. Such award shall be in accordance with the Invention Recognition and Incentive Plan as set out in the Corporate Patent Policy.

In consideration of your salary or wages, any industrial property rights other than inventions arising from work done by you in the course of your duties as an employee of the Company and which relate to the business of the Company shall belong exclusively to the Company. Such industrial property rights include, but are not limited, to copyright, industrial and artistic designs, trade marks, trade secrets, know-how and other confidential information.

You will at the request and cost of the Company, whether during or after you employment with the Company, execute any document and do any acts necessary to enable the Company or its assigns to obtain patent protection in any part of the world in respect of any invention as specified in paragraph a) above, unless it has been established that such invention does not belong to the Company, and to obtain registered design, copyright or other protection in respect of industrial property rights as specified in paragraph e) above.

### 15. DISCIPLINARY AND GRIEVANCE PROCEDURES

The Company has formulated and operates disciplinary and grievance procedures. These procedures, which do not form part of your contract of employment, may be obtained from your HR Consultant or the Compensation and Benefits Manager, FSG.

### 16. PERFORMANCE ISSUES

The Company operates a procedure to deal with performance issues and to help and encourage other employees to achieve and maintain acceptable standards of job performance. This procedure, which does not form part of your contract of employment, may be obtained either from your HR Consultant or from the Compensation and Benefits Manager, FSG.

### 17. SUSPENSION

During your employment, the Company may suspend you from duty by notice in writing on full remuneration at any time and for such period as the Company thinks fit.

### 18. OTHER BUSINESS ACTIVITY

You will not engage in any other business activity for deal with any way with Company products or any similar products, except in the normal and proper course of your employment with the Company.

You will not either directly or indirectly be engaged in any other trade, profession or business that could in any way represent a conflict of interests with those of the Company. Where there is any uncertainty or possibility that a conflict of interest might arise, the prior written approval of the Company must be obtained before any such activity is entered into. A written application should be made to the VP HR FSG, who will arrange for your request to be considered.

## STATEMENT OF TERMS AND CONDITIONS OF EMPLOYMENT

Solutions Group Limited

It is strictly prohibited to receive any compensation (commission, prize, or whatever form it may take) from a third party (Leasing Company, outside Software House, etc.) for giving them NCR business of any kind generated in the course of our normal selling activities. Violations of this rule will be subject to disciplinary action, including dismissal.

### TERMINATION

If you wish to resign from the Company you must give [4] weeks notice in writing irrespective of your length of service. In certain exceptional circumstances the Company may waive this requirement.

Should the Company have reason to terminate your employment, you are entitled to receive notice:

#### SERVICE

#### NOTICE

More than one week but less than 5 years

4 weeks

More than 5 years but less than 6 years

5 weeks

Thereafter for each additional year of service an additional week's notice to a maximum of 12 weeks for 12 or more year's continuous service.

In cases of gross misconduct or dishonesty, it may be necessary for the Company to terminate your employment without notice or payment in lieu of notice.

### 20. CHANGES

Changes in the terms and conditions of your employment will be confirmed to you either by letter, general notice or by the re-issue or amendment of this document or any accompanying schedules.

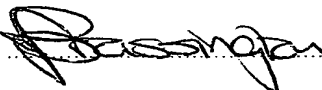
### 21. BASIS OF AGREEMENT

These terms and conditions of employment, together with the letter of offer and the Company's rules and procedures formulate the basis of the agreement between you and the Company.

### AUTHORISATION:

Signed on behalf of the Company

Name:



Position:

HR Administrator

### ACKNOWLEDGEMENT:

Signed:



Date:

12 / 7 / 00

ISSUED BY NCR FINANCIAL SOLUTIONS GROUP LIMITED HUMAN RESOURCES



18 February 1998

Dr Rory MacLeod  
21 Kerrington Court  
148 Uxbridge Road  
London  
W12 8AA

NCR Corporation  
Financial Systems Group  
Human Resources Dept  
206 Marylebone Road  
London NW1 6LY  
Tel: 0171-723 7070  
Fax: 0171-725 8355

Dear Dr MacLeod,

I have pleasure in confirming the details of our offer for the following position. This offer is subject to confirmation of your eligibility to work within the United Kingdom and subject to receipt of satisfactory references.

Position: Research Fellow, Consumer Behaviour.

Band: B1.

Reporting to: Stephen Emmott, Director, Knowledge Lab.

Organisation: NCR, Financial Solutions Group.

Based at: 206 Marylebone Road Head Office, London NW1 6LY.

Start Date: ~~16 March 1998.~~ 23 March 98

Hours of Work: 9.00am - 5.00pm Monday - Friday. You may be required to work such reasonable hours as the needs of this particular position requires.

Annual Leave Entitlement: 21 days (pro-rated from the actual start date) in any one calendar year, in addition to 3 nominated Company days plus 8 Statutory days.

Remuneration: £33,000 per annum (there are no overtime payments attributable to this position).

Your next salary review will be in March 1999 subject to satisfactory performance.

You will be eligible to participate in the FSG Employee Incentive Plan which has an on - target payment of 5% of base salary. However in practice, the award can range from 0% to 10%. This will be calculated and a payment made (if any) during the 1st quarter of 1999 and will be pro-rated for length of service in 1998.

Company Car: In your capacity as Research Fellow, Consumer Behaviour, you are eligible for a Company car, Group B. This car may be used within reason for private journeys subject to conditions and in accordance with instructions issued from time to time by the Company. You should acquaint yourself with the terms under which the car is insured and should take care to ensure that it is not used in circumstances outside these terms. You must also ensure that you are eligible to drive within the UK subject to requirements set by the Driving Vehicle Licensing Authority.

The vehicle provided may not necessarily be new should there be one readily available from within the fleet.

At the level of the above position, the choice of car is based on a benchmark lease value of £256 per month. Alternatively you may opt to have a car allowance equating to £3,700 per annum subject to taxation, which will be paid in 12 monthly installments directly into your bank account and will form part of your salary payment.

**Medical Insurance  
Cover:**

The Company will subscribe for Medical Insurance cover for you. Full details will be sent to you under separate cover.

**Pension Plan:**

On joining the Company you will be eligible to become a member of NCR Scotland Pension Plan, which includes 1) a Final Salary Plan, 2) The Money Purchase Plan and 3) The Death Benefits Plan. If you elect to be part of the plan, you will contribute a minimum of 3% (and up to 5%) of your pay to the Money Purchase Plan, NCR will also pay into the fund at a rate of 50% of the level at which you choose to pay. You will receive more details under separate cover.

**Dental Plan:**

On joining the Company you will also be eligible to receive National Dental Plan coverage. Further details will be issued to you upon commencement of employment.

**Flexible**

**Compensation:**

FSG's "flexible compensation" gives you the opportunity to tailor your pay and benefits to match your individual needs and preferences. The total value of all elements of your compensation will remain the same, but you will have the opportunity to influence the range of benefits you receive. Full details of the plan will be sent to you under separate cover.

**Smoking Policy:**

Your attention is drawn to the Company's policy on smoking at work as outlined in the attached notice.

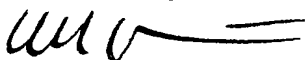
This appointment is subject to the Terms and Conditions of Employment, set out in the attached documents, which have been prepared to conform with the provision of the Employment Rights Act 1996. Please could you sign and return a copy of the Terms and Conditions of Employment form.

Also enclosed is a document entitled "Conflicts of Interest Policy" which includes a questionnaire. You are required to familiarise yourself with the details of the "Conflicts of Interest Policy" and complete and return the questionnaire.

Please could you sign this letter to confirm your agreement to this offer and return it to me at the above address. At the same time you should provide details of your National Insurance number, a copy of your P45 and the name and address of the Bank branch, sort code and the account number into which you wish your salary to be paid. I would be grateful if you could send me details of all the above items by 27 February 1998.

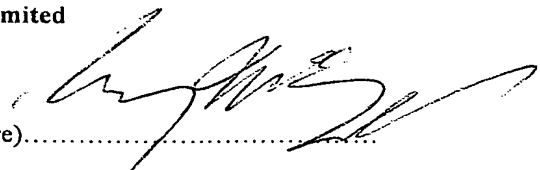
If you have any questions concerning the details of this appointment, please do not hesitate to contact a member of the Human Resources Team telephone 0171 725 8342.

Yours sincerely



**Simon Littlejohn  
Human Resources Department  
Financial Solutions Group Limited**

Agreed and Accepted (signature).....



Date.....

25/2/98





Financial Systems Limited

## TERMS AND CONDITIONS OF EMPLOYMENT

1. **EMPLOYER:** NCR Financial Systems Limited, 206 Marylebone Road, London NW1 6LY ("The Company")
2. **EMPLOYEE:** Rory MacLeod
3. **DEPARTMENT:** FSG Marketing Department
4. **DATE OF ISSUE:** 18 February 1998
5. **CONTINUITY:** 16 March 1998.  
Your employment with the Company is effective from ..... your employment with your previous employer ..... from ..... does/does not count as part of your period of employment.
6. **REFERENCES AND HEALTH:**  
Engagement is subject to:  
a) Satisfactory references  
b) Acceptance of the completed Medical History form  
c) A satisfactory medical examination, if required by the Company's appointed Doctor.
7. **JOB TITLE:** Research Fellow  
**1 HOUR**
8. **HOURS:**  
Your normal working week is 35 hours, Monday to Friday 9.00 a.m. to 5.00 p.m. with a lunch period of ..... Details of flexible working hours will be sent to you if applicable.
9. **REMUNERATION:** £33,000  
Your salary is £ ..... per annum, paid monthly, paid by Banker's Order on the 16th of each month for the current calendar month subject to adjustment for any lost time or National Insurance deductions while on sickness absence, in the previous month, or for any unauthorised absence.
10. **HOLIDAYS:**  
In addition to Statutory Public Holidays, paid holiday entitlement is calculated according to your length of service as it would be at 31 December of the current holiday year. Holidays for one year are earned on the basis of your months of service during the year. Subject to the approval of your manager this may be taken in advance at any time during the holiday year (1 January-31 December), however up to 20% of your entitlement may be carried over to the subsequent year, but must be taken by 31 March. The basic holiday entitlement after 1 years service with the Company is 20 days. On Joining the Company, holiday entitlement for the first year of service is as follows:-

### MONTH OF JOINING - DAYS OF HOLIDAY ENTITLEMENT (First Year)

January: 21 days	April: 16 days	July: 11 days	October: 6 days
February: 19 days	May: 14 days	August: 9 days	November: 4 days
March: 17 days	June: 12 days	September: 7 days	December: 2 day

This assumes that the employee commences on the first working day of the month. Staff joining in the middle or end of a month are not entitled to holiday for that month.

Additional entitlement is given for service up to 25 years as shown below:-

1 to 5 years service	: 21 days holiday	over 15 to 20 years service	: 24 days
over 5 to 10 years service	: 22 days holiday	over 20 to 25 and over years service	: 25 days
over 10 to 15 years service	: 23 days holiday		

Previous broken service with the Company does not qualify for extra holidays for service.

On leaving the Company you will be paid, in lieu of any holiday entitlement not taken on date of leaving at the rate shown below according to your length of service as at the date of leaving:-

1 to 5 years service	: 1.75 days per pay month	over 15 years but less than 20 years	: 2.00 days pay per month
over 5 years but less than 10 years	: 1.83 days per pay month	over 20 years but less than 25 years	: 2.08 days pay per month
over 10 years but less than 15 years	: 1.92 days per pay month	25 years and over	: 2.08 days pay per month

Equally, if, when you leave the Company you have exceeded your holiday entitlement, your final pay will be reduced by the appropriate amount. Entitlement and payment for holidays under particular trade or industry agreement will apply where appropriate.

11. **SICKNESS AND INJURY BENEFIT:**  
At the Company's discretion, non obligatory payments will be made to you during sickness absence or injury  
a) inform your manager immediately by telephone  
b) complete Employee Statement of Absence From Work if you are sick for 4, 5, 6, or 7 days (including weekends).  
c) provide a medical certificate from your illness lasts more than 7 days (including Saturdays, Sundays, and Statutory Public Holidays).  
d) send a medical certificate for each subsequent week of continued illness.  
  
All sickness payments by the Company take into account Statutory Sick Pay (S.S.P). If you are excluded from S.S.P. but eligible for National Insurance benefit (N.I.B.) NCR will deduct the standard rate of N.I.B. from your pay. (In the case of married woman the benefit deducted will be that which they would receive if they were making full contributions). Payments will be based on a service related scale. Up to 3 months service allows a maximum payment of 2 weeks basic pay. Between 3-6 months service allows a maximum of 4 weeks basic pay. After 6 months service payments are related to length of service. Any entitlement in respect of continuous absence through sickness or injury will be subject to frequent review. A Personal Accident Insurance scheme covers employees in the event of personal injury whilst on Company business other than at their normal place of work or travelling between home and their normal place of work.
12. **PENSION PLAN MEMBERSHIP**  
Membership to the NCR Pension Plan is a condition of employment for all full-time permanent employees provided you are not within five years of normal pension age. Full details of the Pension Plan are contained in the Pension Plan explanatory booklet.
13. **CONFIDENTIAL INFORMATION**  
You will not, during your employment with the Company or at any time thereafter, without written permission of the Company, disclose to any person outside the Company, or to any person within the Company other than a person whose province it is to know the same, any information relating to the Company's business which is of a confidential nature or disclosure of which may damage the interests of the Company. Also you will not use for any purpose or for purposes other than those of the Company, any information which you may acquire relating to the Company's business. On termination of your employment you will deliver to the Company on your last working day (without keeping any copies) any documents or other media relating to the business of the Company.
14. **OUTSIDE SUBMISSIONS**  
It is most important that the Company shall not be placed in a position of confidential trust or relationship with respect to any unsolicited disclosure of information received from anyone outside the Company. In order that all matters relating to outside submission of information may be handled in a legally correct manner, any idea or suggestion submitted to you by a customer or other third party concerning technical developments or products including software, should be forwarded by you unanswered to International Patents Department, Head Office.
15. **INVENTIONS ETC..:**  
a) You will as soon as reasonably possible disclose confidentially to the Company and to no one else full particulars of all inventions, improvements and designs made or discovered by you, wither alone or jointly, whilst in the service of the Company, which relate to or are capable of use in connection with any of the products made, sold or hired by the Company or the manufacturer thereof, or any of the Company's business processes.  
b) The rights as between the Company and yourself in any invention as specified above, shall be as set out in the Patents Act 1977.



Financial Systems Limited

## TERMS AND CONDITIONS OF EMPLOYMENT

- c) In respect of any invention as specified above, unless it has been established that such invention does not belong to the Company, the Company has absolute discretion as to whether any application for a patent or other protection shall be made on such invention, and has the right to abandon any such application and any patent granted thereon.
- d) The Company shall pay a monetary award to you in respect of any invention belonging to the Company which has been made by you, either alone or jointly, and in respect of which a patent application has been filed. Such award shall be in accordance with the Invention Recognition and Incentive Plan as set out in the Corporate Patent Policy.
- e) In consideration of your salary or wages, any industrial property rights other than inventions arising from work done by you in the course of your duties as an employee of the Company and which relate to the business of the Company shall belong exclusively to the Company. Such industrial property rights include, but are not limited, to copyright, industrial and artistic designs, trade marks, trade secrets, know-how and other confidential information.
- f) you will at the request and cost of the Company, whether during or after you employment with the Company, execute any document and do any acts necessary to enable the Company or its assigns to obtain patent protection in any part of the world in respect of any invention as specified in paragraph a) above, unless it has been established that such invention does not belong to the Company, and to obtain registered design, copyright or other protection in respect of industrial property rights as specified in paragraph e) above.
16. **DISCIPLINE PROCEDURE:**  
 Stage 1: Verbal warning - by appropriate Supervisor or Manager, who will record the warning.  
 Stage 2: or formal letter: Written warning - by the Manager.  
 Stage 3: Final warning - by the Manager. At this stage the employee will be informed by the Manager that any further occasion requiring disciplinary action may lead either to a reduction of bonus, suspension with or without pay, or dismissal.  
 Stage 4: If further occasion arises the employee will be interviewed and the circumstances reported in writing, together with details of previous occasions and a recommendation to the employee's director. The director's decision will be sent to Personnel Resources who will write to the employee advising him or her of the decision and confirming the circumstances leading to it.  
 If the offence is sufficiently grave, the Company reserves the right to take action without recourse to the full procedure. Examples of misconduct which may lead to disciplinary procedure, and if necessary suspension or dismissal without recourse to the full procedure are contained in the Staff Manual.  
 All written warnings and reports will be recorded on either a Discipline Report Form or in a formal letter clearly stating that it is a written warning. The Employee will be required to sign in acknowledgement of a warning being given. The employee will be given a copy of the warning and an additional copy will be sent to Personnel Resources.  
 At any or all of these stages the employee may be accompanied by a fellow employee of his or her choice.
17. **GRIEVANCE PROCEDURE:**  
 Stage 1: Any employee wishing to raise an issue in which he or she is directly concerned should take this up either verbally or in writing with his/her superior who will endeavour to resolve the issue within 5 days.  
 Stage 2: If the grievance is not resolved at Stage 1, the immediate supervisor will complete a Report Form and pass it at once, with a request for a meeting to his/her Manager. This meeting will take place no later than 7 working days after that date.  
 Stage 3: Failing settlement at Stage 2, the matter will be referred forthwith by the Manager concerned to his Director to resolve the issue raised.  
 \*This procedure will apply unless some other procedure has been agreed with a trade union or other organisation of workers.
18. **APPEALS PROCEDURE:**  
 If you wish to appeal against any decision taken against you or any personal grievance or disciplinary matter, then a written application should be made to the Director, Personnel Resources at Head Office, who will arrange for your appeal to be considered.
19. **OTHER BUSINESS ACTIVITIES:**  
 You will not engage in any other business activities or deal in any way with Company products or any similar products, except in the normal and proper course of your employment with the Company.  
 You will not either directly or indirectly be engaged in any other trade, profession or business which could in any way represent a conflict of interests with those of the Company. Where there is any uncertainty or possibility that a conflict of interest might arise, the prior written approval of the Company must be obtained before any such activity is entered into. A written application should be made to the Director, Personnel Resources, who will arrange for your request to be considered.  
 It is strictly prohibited to receive any compensation (commission, prize, or whatever form it may take) from a third party (Leasing Company, outside Software House, etc.) for giving them NCR business of any kind generated in the course of our normal selling activities. Violations of this rule will be subject to disciplinary action, including dismissal.
20. **TERMINATION:**  
 If you wish to resign from the Company you must give one month's notice in writing irrespective of your length of service. In certain exceptional circumstances the Company may waive this requirement.  
 Should the Company have reason to terminate your employment, you are entitled to receive notice:-
- | SERVICE            | NOTICE  |
|--------------------|---------|
| 1 week to 5 years  | 4 weeks |
| 5 years to 6 years | 5 weeks |
- Thereafter for each additional year of service on additional week's notice to a maximum of 12 weeks for 12 or more year's continuous service.  
 The Company may in certain circumstances determine to make payment in lieu of all or part of this notice period.  
 In cases of gross misconduct or dishonesty, it may be necessary for the Company to terminate your employment without notice or payment in lieu of notice.
21. **CHANGES:**  
 Changes in the terms and conditions of your employment will be confirmed to you either by letter, general notice or by the re-issue or amendment of this document or any accompanying schedules.
22. **BASIS OF AGREEMENT:**  
 These terms and conditions of employment together with the letter of offer and the Company's rules and procedures formulate the basis of this agreement between you and the Company.

### AUTHORISATION:

Signed on behalf of the Company

Position:

### ACKNOWLEDGEMENT:

I have read and understand the above terms and conditions and hereby acknowledge their receipt.

Signed

Date:

27/7/88

234/11-84

ISSUED BY HUMAN RESOURCES



22nd December 1998

Mr. Michael P Waller  
Top Floor Flat  
339 Kennington Road  
Kennington  
London  
SE11 4QE

NCR Financial Solutions Group Limited  
206 Marylebone Road  
London NW1 6LY  
Tel: 0171-723 7070

Dear Michael,

After recent discussions, I have pleasure in confirming the details of our offer for the following position:

Position: Research Designer.

Band: B1.

Reporting to: Sarah Woods, Head of User Experience Group, Knowledge Lab.

Organisation: NCR, Financial Solutions Group.

Based at: 206 Marylebone Road Head Office, London NW1 6LY.

Start Date: 25<sup>th</sup> January, 1999.

Hours of Work: 9.00am - 5.00pm Monday - Friday. You may be required to work such reasonable hours as the needs of this particular position dictate.

Remuneration: £29,000 per annum (there are no overtime payments attributable to this position).

Your first salary review will be in March 2000 subject to satisfactory performance.

You will be eligible to participate in the FSG Employee Incentive Plan which has an on - target payment of 10% of base salary. However, in practice, the award can range from 0% to 10%. Payment (if any) is made during the 1<sup>st</sup> quarter of the year following the year of measurement. Your participation in EIP is subject to the rules of the scheme. Details of the measurement criteria will be discussed with you should you decide to accept this offer.

Company Car: In your capacity as Research Designer in our Knowledge Lab, you are eligible for a Company car, Group B. This car may be used within reason for private journeys subject to conditions and in accordance with instructions issued from time to time by the Company. You should acquaint yourself with the terms under which the car is insured and should take care to ensure that it is not used in circumstances outside these terms. You must also ensure that you are eligible to drive within the UK subject to requirements set by the Driver and Vehicle Licensing Agency.

The vehicle provided may not necessarily be new should there be one readily available from within the fleet.

At the level of the above position, the choice of car is based on a benchmark lease value of £267 per month. Alternatively you may opt to have a car allowance equating to £3,700 per annum subject to taxation, which will be paid in 12 monthly installments directly into your bank account and will form part of your salary payment.

**Annual Leave  
Entitlement:**

21 days (pro-rated from the actual start date) in any one calendar year, in addition to 3 nominated Company days plus 8 Statutory days.

**Medical Insurance  
Cover:**

The Company will subscribe for Medical Insurance coverage for you, your partner and dependent children. Full details will be sent to you under separate cover.

**Flexible  
Compensation:**

FSG's "flexible compensation" gives you the opportunity to tailor your benefits to match your individual needs and preferences. The total value of all elements of your compensation will remain the same, but you will have the opportunity to influence the range of benefits you receive. Full details of the plan will be sent to you under separate cover.

**Pension Plan:**

On joining the Company in this new capacity, you will be eligible to become a member of NCR Scotland Pension Plan, which includes 1) The Final Salary Plan, 2) The Money Purchase Plan, and 3) The Death Benefits Plan. The costs of the Final Salary part and the Death Benefits part are fully paid for by the company. You are required to contribute to the Money Purchase part. If you elect to join the Pension Plan, under what is known as the Defined Contribution element of the plan, you will contribute a minimum of 3% of your salary. NCR will match this with a further 1.5%, that is, 50% of your contribution. NCR matching at a rate of 50% of the level at which you choose to pay will occur up to a 2.5% NCR contribution. You can also pay additional voluntary contributions up to 10% - which would take your total contribution possible up to 15%. You will receive more details under separate cover.

**Dental Plan:**

You will be eligible to receive National Dental Plan coverage. Further details will be issued to you.

**Smoking Policy:**

Your attention is drawn to the Company's No smoking policy. Smoking is not permitted at 206 Marylebone Road or any of the other Company premises.

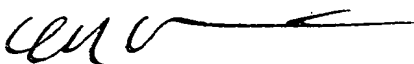
This appointment is subject to the Terms and Conditions of Employment, set out in the attached documents, which have been prepared to conform with the provision of the Employment Rights Act 1996. Please could you sign and return a copy of the Terms and Conditions of Employment form.

Also enclosed is a "Conflicts of Interest" questionnaire. Please complete and return the questionnaire.

Please could you sign this letter to confirm your agreement to this offer and return it to me at the above address. At the same time, will you provide details of your National Insurance number, the name, address and sort code of the Bank branch and the account number into which you wish your salary to be paid.

We are delighted to be able to extend this offer to you and hope very much that you will join us. If you have any questions you wish to raise, please do not hesitate to get in touch with me on 44-171-725-8585.

Yours sincerely



Simon Littlejohn  
Human Resources Department

Agreed and Accepted (signature)



Date

1<sup>st</sup> January 1999



**NCR**

Financial Solutions Limited

## TERMS AND CONDITIONS OF EMPLOYMENT

- a) You will as soon as reasonably possible disclose confidentially to the Company and to no one else full particulars of all inventions, improvements and designs made or discovered by you, with or alone or jointly, whilst in the service of the Company, which relate to or are capable of use in connection with any of the products made, sold or hired by the Company or the manufacturer thereof, or any of the Company's business processes.
- b) The rights as between the Company and yourself in any invention as specified above, shall be as set out in the Patents Act 1977.
- c) In respect of any invention as specified above, unless it has been established that such invention does not belong to the Company, the Company has absolute discretion as to whether any application for a patent or other protection shall be made on such invention, and has the right to abandon any such application and any patent granted thereon.
- d) The Company shall pay a monetary award to you in respect of any invention belonging to the Company which has been made by you, either alone or jointly, and in respect of which a patent application has been filed. Such award shall be in accordance with the Invention Recognition and Incentive Plan as set out in the Corporate Patent Policy.
- e) In consideration of your salary or wages, any industrial property rights other than inventions arising from work done by you in the course of your duties as an employee of the Company and which relate to the business of the Company shall belong exclusively to the Company. Such industrial property rights include, but are not limited, to copyright, industrial and artistic designs, trade marks, trade secrets, know-how and other confidential information.
- f) you will at the request and cost of the Company, whether during or after your employment with the Company, execute any document and do any acts necessary to enable the Company or its assigns to obtain patent protection in any part of the world in respect of any invention as specified in paragraph a) above, unless it has been established that such invention does not belong to the Company, and to obtain registered design, copyright or other protection in respect of industrial property rights as specified in paragraph e) above.

### 16. DISCIPLINE PROCEDURE:

Stage 1: Verbal warning - by appropriate Supervisor or Manager, who will record the warning.

Stage 2: or formal letter: Written warning - by the Manager.

Stage 3: Final warning - by the Manager. At this stage the employee will be informed by the Manager that any further occasion requiring disciplinary action may lead either to a reduction of bonus, suspension with or without pay, or dismissal.

Stage 4: If further occasion arises the employee will be interviewed and the circumstances reported in writing, together with details of previous occasions and a recommendation to the employee's director. The director's decision will be sent to Personnel Resources who will write to the employee advising him or her of the decision and confirming the circumstances leading to it.

If the offence is sufficiently grave, the Company reserves the right to take action without recourse to the full procedure. Examples of misconduct which may lead to disciplinary procedure, and if necessary suspension or dismissal without recourse to the full procedure are contained in the Staff Manual.

All written warnings and reports will be recorded on either a Discipline Report Form or in a formal letter clearly stating that it is a written warning. The Employee will be required to sign in acknowledgement of a warning being given. The employee will be given a copy of the warning and an additional copy will be sent to Personnel Resources.

At any or all of these stages the employee may be accompanied by a fellow employee of his or her choice.

### 17. GRIEVANCE PROCEDURE:

Stage 1: Any employee wishing to raise an issue in which he or she is directly concerned should take this up either verbally or in writing with his/her superior who will endeavour to resolve the issue within 5 days.

Stage 2: If the grievance is not resolved at Stage 1, the immediate supervisor will complete a Report Form and pass it at once, with a request for a meeting to his/her Manager. This meeting will take place no later than 7 working days after that date.

Stage 3: Failing settlement at Stage 2, the matter will be referred forthwith by the Manager concerned to his Director to resolve the issue raised.

\*This procedure will apply unless some other procedure has been agreed with a trade union or other organisation of workers.

### 18. APPEALS PROCEDURE:

If you wish to appeal against any decision taken against you or any personal grievance or disciplinary matter, then a written application should be made to the Director, Personnel Resources at Head Office, who will arrange for your appeal to be considered.

### 19. OTHER BUSINESS ACTIVITIES:

You will not engage in any other business activities or deal in any way with Company products or any similar products, except in the normal and proper course of your employment with the Company.

You will not either directly or indirectly be engaged in any other trade, profession or business which could in any way represent a conflict of interests with those of the Company. Where there is any uncertainty or possibility that a conflict of interest might arise, the prior written approval of the Company must be obtained before any such activity is entered into. A written application should be made to the Director, Personnel Resources, who will arrange for your request to be considered.

It is strictly prohibited to receive any compensation (commission, prize, or whatever form it may take) from a third party (Leasing Company, outside Software House, etc.) for giving them NCR business of any kind generated in the course of our normal selling activities. Violations of this rule will be subject to disciplinary action, including dismissal.

### 20. TERMINATION:

If you wish to resign from the Company you must give one month's notice in writing irrespective of your length of service. In certain exceptional circumstances the Company may waive this requirement.

Should the Company have reason to terminate your employment, you are entitled to receive notice:-

SERVICE	NOTICE
1 week to 5 years	4 weeks
5 years to 6 years	5 weeks

Thereafter for each additional year of service on additional week's notice to a maximum of 12 weeks for 12 or more years continuous service.

The Company may in certain circumstances determine to make payment in lieu of all or part of this notice period.

In cases of gross misconduct or dishonesty, it may be necessary for the Company to terminate your employment without notice or payment in lieu of notice.

### 21. CHANGES:

Changes in the terms and conditions of your employment will be confirmed to you either by letter, general notice or by the re-issue or amendment of this document or any accompanying schedules.

### 22. BASIS OF AGREEMENT:

These terms and conditions of employment together with the letter of offer and the Company's rules and procedures formulate the basis of this agreement between you and the Company.

### AUTHORISATION:

Signed on behalf of the Company

*[Signature]*

Position:

*HR Manager*

### ACKNOWLEDGEMENT:

I have read and understand the above terms and conditions and hereby acknowledge their receipt.

Signed:

*[Signature]*

Date:

*1/1/99*



Financial Solutions Limited

## TERMS AND CONDITIONS OF EMPLOYMENT

1. EMPLOYER: NCR Financial Solutions Group Limited 206 Marylebone Road, London NW1 6LY ("The Company")

2. EMPLOYEE: Michael Waller

3. DEPARTMENT: Business Development and Strategic Marketing

4. DATE OF ISSUE: December 22nd 1998

5. CONTINUITY: January 25th 1999

Your employment with the Company is effective from.....your employment with your previous employer.....not applicable.....from..... does/does not count as part of your period of employment.

6. REFERENCES AND HEALTH:

Engagement is subject to:

- Satisfactory references
- Acceptance of the completed Medical History form
- A satisfactory medical examination, if required by the Company's appointed Doctor.

7. JOB TITLE: Research Designer

8. HOURS:

1 hour

Your normal working week is 35 hours, Monday to Friday 9.00 a.m. to 5.00 p.m. with a lunch period of.....Details of flexible working hours will be sent to you if applicable.

9. REMUNERATION:

Your salary is £29,000 per annum, paid monthly, paid by Banker's Order on the 16th of each month for the current calendar month subject to adjustment for any lost time or National Insurance deductions while on sickness absence, in the previous month, or for any unauthorised absence.

10. HOLIDAYS:

In addition to Statutory Public Holidays, paid holiday entitlement is calculated according to your length of service as it would be at 31 December of the current holiday year. Holidays for one year are earned on the basis of your months of service during the year. Subject to the approval of your manager this may be taken in advance at any time during the holiday year (1 January-31 December), however up to 20% of your entitlement may be carried over to the subsequent year, but must be taken by 31 March. The basic holiday entitlement after 1 years service with the Company is 20 days. On Joining the Company, holiday entitlement for the first year of service is as follows:-

### MONTH OF JOINING - DAYS OF HOLIDAY ENTITLEMENT (First Year)

January: 21 days	April: 16 days	July: 11 days	October: 6 days
February: 19 days	May: 14 days	August: 9 days	November: 4 days
March: 17 days	June: 12 days	September: 7 days	December: 2 days

This assumes that the employee commences on the first working day of the month. Staff joining in the middle or end of a month are not entitled to holiday for that month.

Additional entitlement is given for service up to 25 years as shown below:-

1 to 5 years service	: 21 days holiday	over 15 to 20 years service	: 24 days
over 5 to 10 years service	: 22 days holiday	over 20 to 25 and over years service	: 25 days
over 10 to 15 years service	: 23 days holiday		

Previous broken service with the Company does not qualify for extra holidays for service.

On leaving the Company you will be paid, in lieu of any holiday entitlement not taken on date of leaving at the rate shown below according to your length of service as at the date of leaving:-

1 to 5 years service	: 1.75 days per pay month	over 15 years but less than 20 years	: 2.00 days pay per month
over 5 years but less than 10 years	: 1.83 days per pay month	over 20 years but less than 25 years	: 2.08 days pay per month
over 10 years but less than 15 years	: 1.92 days per pay month	25 years and over	: 2.08 days pay per month

Equally, if, when you leave the Company you have exceeded your holiday entitlement, your final pay will be reduced by the appropriate amount. Entitlement and payment for holidays under particular trade or industry agreement will apply where appropriate.

11. SICKNESS AND INJURY BENEFIT:

At the Company's discretion, non obligatory payments will be made to you during sickness absence or injury

- inform your manager immediately by telephone
- complete Employee Statement of Absence From Work if you are sick for 4, 5, 6, or 7 days (including weekends).
- provide a medical certificate from your illness lasts more than 7 days (including Saturdays, Sundays, and Statutory Public Holidays).
- send a medical certificate for each subsequent week of continued illness.

All sickness payments by the Company take into account Statutory Sick Pay (S.S.P) If you are excluded from S.S.P. but eligible for National Insurance benefit (N.I.B.) NCR will deduct the standard rate of N.I.B. from your pay. (In the case of married woman the benefit deducted will be that which they would receive if they were making full contributions). Payments will be based on a service related scale. Up to 3 months service allows a maximum payment of 2 weeks basic pay. Between 3-6 months service allows a maximum of 4 weeks basic pay. After 6 months service payments are related to length of service. Any entitlement in respect of continuous absence through sickness or injury will be subject to frequent review. A Personal Accident Insurance scheme covers employees in the event of personal injury whilst on Company business other than at their normal place of work or travelling between home and their normal place of work.

12. PENSION PLAN MEMBERSHIP

Membership to the NCR Pension Plan is a condition of employment for all full-time permanent employees provided you are not within five years of normal pension age. Full details of the Pension Plan are contained in the Pension Plan explanatory booklet.

13. CONFIDENTIAL INFORMATION

You will not, during your employment with the Company or at any time thereafter, without written permission of the Company, disclose to any person outside the Company, or to any person within the Company other than a person whose province it is to know the same, any information relating to the Company's business which is of a confidential nature or disclosure of which may damage the interests of the Company. Also you will not use for any purpose or for purposes other than those of the Company, any information which you may acquire relating to the Company's business. On termination of your employment you will deliver to the Company on your last working day (without keeping any copies) any documents or other media relating to the business of the Company.

14. OUTSIDE SUBMISSIONS

It is most important that the Company shall not be placed in a position of confidential trust or relationship with respect to any unsolicited disclosure of information received from anyone outside the Company. In order that all matters relating to outside submission of information may be handled in a legally correct manner, any idea or suggestion submitted to you by a customer or other third party concerning technical developments or products including software, should be forwarded by you unanswered to International Patents Department, Head Office.

15. INVENTIONS ETC...